

GOVERNMENTAL SOLUTIONS

Retainer Agreement

THIS AGREEMENT made and entered into this 7th day of ~~January~~^{February} 2006 between **The School District of Osceola County** hereinafter referred to as "CLIENT" and **Governmental Solutions, LLC** hereinafter referred to as "FIRM."

WITNESSETH:

1. Client hereby agrees to retain firm beginning January 1, 2006 and ending December 31, 2006 at a base fee of \$40,000 for which the Firm will represent Client before the Florida Legislature, including meetings with the Legislators, House and Senate Committee and Appropriations Staffs, and with Executive Branch Agencies.
2. The base fee shall be payable in quarterly installments
3. Client agrees that Firm expenses for such items as entertainment, telephone calls, facsimile transmittals, and photocopying are the responsibility of Client and will be billed on a quarterly basis.
4. Client shall be responsible for all lobbyist registration costs required by law.
5. Client agrees that the Firm may be retained by other individuals, corporations, parties or entities in connection with legislation or executive branch matters, and Firm agrees that it will not subsequently accept other retainer agreements which conflict with Firm's duties hereunder to Client.
6. Both Client and Firm agree that the Firm shall act as an independent contractor in the performance of its duties under this Agreement. Firm shall be responsible for payment of all taxes arising out of Firm's activities in accordance with the Agreement, including by way of illustration, but not limited to, federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees as requires. Firm shall comply with all federal, state, and local laws.
7. Firm shall not incur any liabilities or obligations of any kind in the name of or on behalf of Client other than those specifically made as a part of this Agreement.
8. This Agreement represents the entire agreement between the parties and is not subject to change or modifications except by written agreement signed by both parties.

9. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida.

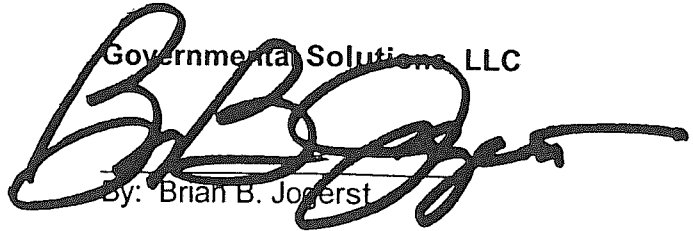
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year above written.

WITNESSES:

Cristina R. Hannon

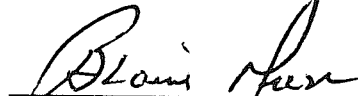
Kim Pearson

Governmental Solutions LLC



By: Brian B. Jogerst

School District of Osceola County



By: Blaine Muse, Superintendent